

# MSLA Product Terms Kenna.VM and Kenna.AppSec

### **Additional Product Terms**

Service Provider's use of Kenna.VM and Kenna.AppSec under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, these Kenna.VM and Kenna.AppSec Product Terms take precedence over the Program Terms. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms or the Master Agreement. Cloud Service(s) will mean Kenna.VM and/or Kenna.AppSec for the purposes of these Program Terms.

#### **Product Description**

Kenna.VM allows organizations to prioritize and manage vulnerabilities based on risk. Kenna.AppSec enables centralized prioritization and management of application security findings and vulnerabilities.

## 1. Supplemental Terms

- 1.1. <u>Scope of Use/Limitations</u>. Service Provider agrees to promptly implement any updates, modifications and/or changes to the Cloud Services as requested by Cisco. Service Provider will use the Cloud Services as Ciscobranded Cloud Services to provide Software Services to End Users and will not alter or modify the Cloud Services except at Cisco's request or with Cisco's authorization. Service Provider shall not use a single Cloud Service client instance for multiple End Users.
- 1.2. <u>Subscription Fee Calculation.</u> Cisco will calculate Service Provider's fees based on the sum of daily usage for each End User whose status in the Kenna Security Administrator's dashboard is displayed as "Paying." Accounts that are in "Trial" status will not be included in the calculation. At the end of each monthly billing cycle, all daily usage values will be totaled and divided by the number of days in that monthly billing cycle.

Example: Service Provider's billing cycle established at the time of order is the 12<sup>th</sup> of the month through the 11<sup>th</sup> of the following month. The table below represents the daily capture of devices managed during the billing cycle month April 12-May 11. Kenna.VM and Kenna.AppSec licenses would be billed for quantities of 6380 and 243 respectively.

	Kenna VM Licenses Used Per Day				
	Client 1	Client 2	Client 3	<b>Daily Total</b>	
Day 1	1000	0	5000	6000	
Day 2	1000	0	5000	6000	
Day 3	1000	0	5000	6000	
Day 4	1000	0	5000	6000	
Day 5	1000	0	5000	6000	
Day 6	1000	0	5000	6000	
Day 7	1000	0	5000	6000	
Day 8	1000	0	5000	6000	
Day 9	1000	0	5000	6000	
Day 10	1000	0	5000	6000	
Day 11	1000	0	5000	6000	
Day 12	1000	0	5050	6050	
Day 13	1000	0	5050	6050	
Day 14	1000	0	5050	6050	
Day 15	1000	0	5050	6050	
Day 16	1000	0	5050	6050	
Day 17	1000	0	5050	6050	
Day 18	1000	0	5050	6050	
Day 19	1000	0	5050	6050	
Day 20	1000	0	5050	6050	
Day 21	1000	0	5050	6050	
Day 22	1000	0	5100	6100	
Day 23	1000	0	5100	6100	
Day 24	1000	0	5100	6100	
Day 25	1000	0	5100	6100	
Day 26	1000	2000	5100	8100	
Day 27	1000	2000	5100	8100	
Day 28	1000	2000	5100	8100	
Day 29	1000	2000	5100	8100	
Day 30	1000	2000	5100	8100	
Monthly Average				6200	

	Kenna AppSec Licenses Used Per Day			
	Client 1	Client 2	Client 3	<b>Daily Total</b>
Day 1	0	0	200	200
Day 2	0	0	200	200
Day 3	0	0	200	200
Day 4	0	0	200	200
Day 5	0	0	200	200
Day 6	0	0	200	200
Day 7	0	0	200	200
Day 8	0	0	200	200
Day 9	0	0	200	200
Day 10	0	0	200	200
Day 11	0	0	200	200
Day 12	0	0	200	200
Day 13	0	0	200	200
Day 14	0	0	200	200
Day 15	0	0	200	200
Day 16	0	0	200	200
Day 17	0	0	200	200
Day 18	0	100	200	300
Day 19	0	100	200	300
Day 20	0	100	200	300
Day 21	0	100	200	300
Day 22	0	100	200	300
Day 23	0	100	200	300
Day 24	0	100	200	300
Day 25	0	100	200	300
Day 26	0	100	200	300
Day 27	0	100	200	300
Day 28	0	100	200	300
Day 29	0	100	200	300
Day 30	0	100	200	300
Monthly Average				243

1.3. <u>Support.</u> The Licenses Fees include the support set forth below. Service Provider is responsible for providing front-line support for the Cloud Services to its End Users with respect to their use, maintenance, support, training, and technical assistance; provided that Service Provider may escalate support to Cisco as necessary and in compliance with any support guidelines provided by Cisco. In no event will Cisco have any obligation to provide support directly to, or respond to support requests from, an End User.

Support includes the following:

- 24 x 7 x 365 monitoring and support of platform availability and advanced notification of any planned system maintenance;
- Automatic escalation to engineering of unplanned outages or degradation in service;
- Proactive notifications of product maintenance, outages, or degraded performance through the <u>Kenna</u> status page;
- Email access to Kenna support (see the Kenna Ordering Guide for more information);
- Service Level Objective responses based on ticket severity, per Table 1 of the <u>Kenna Software Support</u> Services data sheet;
- Access to Kenna <u>Defenders Community</u>;
- Access to <u>Kenna Help Center</u> to submit and manage tickets and leverage Knowledgebase, User Guides, and Webinars.
- 1.4. <u>Service Provider Support Obligations.</u> Service Provider will assist their End Users with the deployment and configuration of the Cloud Service, including the creation and application of connector or other console related activities like reporting.
- 1.5. Warranties. In addition to the warranties and disclaimers set forth in the Master Agreement, Cisco warrants that it will provide the Cloud Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICE WILL GUARANTEE ABSOLUTE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES WILL PROTECT ALL YOUR FILES, NETWORK, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. CISCO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SYSTEM OR SERVICE TO WHICH A CLOUD SERVICE INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO YOU THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON YOUR ORDER ARE PROVIDED ON AN "AS IS" BASIS.

## 2. Program Requirements

- 2.1. <u>Training.</u> Prior to using the MSLA Software to provide the Software Services, any of Service Provider's employees or Authorized Third Parties engaged in providing the Software Services must complete, at Service Provider's cost (as applicable), all required Cloud Service training courses required by Cisco. In addition, Service Provider must comply with Section 2.2 of the Program Terms related to its Authorized Third Parties.
- 2.2. <u>Security.</u> When providing the Software Services to End Users, Service Provider and/or its Authorized Third Parties will implement and maintain appropriate industry standard technical and organizational measures to protect End User data against accidental or unlawful use or destruction, accidental loss, alteration, and unauthorized disclosure of, or access to, any End User data. Ordering. Service Provider will follow the ordering process as instructed by Cisco. Cisco may change or update its ordering process at any time, upon prior written notice to Service Provider.